

**SWINE MANAGEMENT, GROW-OUT
AND FEEDING AGREEMENT
(Keep-Full Agreement)**

THIS SWINE MANAGEMENT, GROW-OUT AND FEEDING AGREEMENT (hereinafter referred to as the "Agreement"), entered into this ____ day of _____, 199____, by and among _____ (hereinafter referred to as "Grower"), and located at _____ Co., Iowa and Heartland Pork Enterprises, Inc., of Alden, IA, (hereinafter referred to as "Owner"), provides as follows:

WHEREAS, Grower owns a certain pig feeder facility described in Exhibit A hereto (hereinafter referred to as the "Facility"), and Owner desires to utilize such Facility to grow-out Owner's pigs into marketable slaughter pigs as set forth herein; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1 GROW-OUT.

1.1 DELIVERY OF PIGS. Pigs shall weigh between 30 and 80 pounds when delivered to the Facility. Ownership of these pigs shall at all times remain with Owner. Advanced Management Systems, (a division of Heartland Pork Enterprises, Inc.) will act as exclusive Managing Agent for Owner.

1.2 KEEP FULL REQUIREMENT. Owner agrees to refill facilities within one week of the time the facility is emptied, cleaned, disinfected and ready for pigs.

Grower agrees to have facilities cleaned, disinfected and ready to receive pigs within 7 days from time facility is empty. If Grower does not have facilities cleaned, disinfected and ready to receive pigs as set forth above and Owner is ready to send pigs, Grower shall pay Owner at the rate of 11 cents per head capacity per day until Grower is ready to receive pigs.

1.3 EXCLUSIVE USE OF FACILITY. During the term of this Agreement Grower shall neither keep nor allow others to keep any pigs (other than Owner's) at the Facility, unless specifically directed, in writing, to do so by Owner. Grower agrees to permit Owner or his/her representative to enter the premises as often as desired for the purpose of inspecting the lot. Grower will not permit any other person to have physical access to the Facility without the approval of Owner. No pigs shall be removed from Grower's facilities without the advance consent of Owner. Grower may contract with a third party for management and operational services at each facility with the prior consent of Owner. Said consent shall not be unreasonably withheld.